

# EXHIBIT C

**BILL OF SALE, ASSIGNMENT, AND ASSUMPTION**

November 7, 2023

**One Tower Lane, Oakbrook Terrace, Illinois 60181**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, BRE IL OFFICE OWNER LLC, a Delaware limited liability company (“**Seller**”), hereby sells, transfers, assigns, and conveys to BLK IL TOWER LLC, a Delaware limited liability company (“**Buyer**”), with respect to the “Property” (as defined below), the following:

1. Personal Property. All right, title, and interest of Seller in and to the “Personal Property” (as defined below).
2. Leases. All right, title, and interest of Seller in and to the “Leases” (as defined below).
3. Service Contracts. All right, title, and interest of Seller in and to the “Service Contracts” (as defined below).
4. Intentionally Omitted.
5. Other Intangible Property. All right, title, and interest of Seller, to the extent assignable, in and to any other “Intangible Property” and “Licenses and Permits” (as each is defined below).
6. Drury Lane Parking Agreement. All right, title and interest in and to the Drury Lane Parking Agreement (as defined below).

This Bill of Sale, Assignment, and Assumption is given pursuant to that certain Purchase Agreement dated as of October 17, 2023 (together with all amendments and addenda thereto, the “**Purchase Agreement**”), by and between Seller and Buyer, providing for, among other matters, the sale of the Property. The covenants, agreements, and limitations (including, but not limited to, the limitations and disclaimers provided in Sections 7.3, 7.4, 8, and 10.2 of the Purchase Agreement) provided in the Purchase Agreement with respect to the property conveyed hereunder are hereby incorporated herein by this reference as if herein set out in full. Buyer hereby accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, (1) all of the obligations of Seller under the Leases, and Service Contracts, to the extent the same arise on or after the date hereof; (2) the obligation to pay all unpaid payments that are credited to Buyer under the proration provisions of the Purchase Agreement (including all prepaid rentals, tenants’ cash security deposits, and any Reimbursable Tenant Expenses relating to any period prior to the Closing Date that are credited to Buyer); and (3) the Leasing Costs and free rent relating to the Property that are Buyer’s responsibility under the Purchase Agreement. This Bill of Sale, Assignment, and Assumption shall inure to the benefit of and shall be binding upon Seller and Buyer, and their respective successors and assigns. Such property is conveyed “as is” without warranty or representation. As used herein, the “**Closing Date**”, “**Drury Lane Parking Agreement**”, “**Intangible Property**”, “**Licenses and Permits**”, “**Leases**”, “**Leasing Costs**”, “**Personal Property**”, “**Property**”, “**Reimbursable Tenant Expenses**”, and “**Service Contracts**” shall have the respective meanings set forth for the same in the Purchase Agreement.

This Bill of Sale, Assignment, and Assumption may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Signatures appear on the following page(s).

DATED: As of the date first written herein.

**SELLER:**

**BRE IL OFFICE OWNER LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Tim Geiman


Title: SVP, Dispositions

[Signature page to Bill of Sale, Assignment and Assumption]

**BUYER:**

**BLK IL TOWER LLC,**  
a Delaware limited liability company

By: BLK IL TOWER MANAGER LLC,  
a Delaware limited liability company  
Its: Manager

By:   
Name: Douglas E. Wambach  
Title: Authorized signatory